

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

ALEXANDER TSIPOURAS,	:	
ELIZABETH A. TSIPOURAS,	:	
	:	C.A. No: 09C-05-038(RBY)
Plaintiffs,	:	
	:	
v.	:	
	:	
SUSAN SZAMBELAK and	:	
STANLEY SZAMBELAK,	:	
	:	
Defendants.	:	

Submitted: January 20, 2012
Decided: April 5, 2012

*Upon Consideration of Defendants’
Motion to Dismiss*
GRANTED

OPINION AND ORDER

Alexander Tsipouras, *pro se.*

Susan Szambelak and Stanley Szambelak, *pro se.*

Young, J.

SUMMARY

_____Plaintiffs filed suit against Defendants alleging negligence, fraud and harassment. Defendants' filed the instant motion to dismiss. Because Plaintiffs' complaint does not satisfy pleading requirements, Defendants' motion to dismiss is **GRANTED**.

FACTS

_____On May 26, 2009, Alexander Tsipouras and Elizabeth Tsipouras (Plaintiffs) filed this action against Stanley Szambelak and Susan Szambelak (Defendants) in Superior Court. The complaint alleges, loosely, negligence, fraud and harassment in connection with a real estate sale agreement gone awry.

The complaint, filed *pro se*, is of little help in discerning any pertinent facts or relevant issues. Although negligence, fraud and harassment are identified, specifically, as the causes of action being pursued, the circumstances giving occasion to those claims are not, at all, apparent. Rather, the complaint, replete with legal jargon, goes on almost incoherently.

Some context can be gleaned from a November 19, 2007 decision rendered by the Court of Chancery in an ancillary matter between the parties.¹ There, Defendants filed suit against Plaintiffs seeking specific performance of a land sale agreement. That Court found that the parties had entered into an agreement for the sale of property located at 595 Gravesend Road in Smyrna, Delaware from Plaintiffs to Defendants. Defendants were ready, willing and able to perform at settlement. Notwithstanding those circumstances, Plaintiffs refused performance. Accordingly, the Chancery Court ordered specific performance of the agreement.

¹ *Szambelak v. Tsipouras*, 2007 WL 4179315 (Del. Ch. Nov. 19, 2007).

Rather than comply with the Court of Chancery's order, Plaintiffs filed the instant action, described above, in this Court. Subsequently, Plaintiffs filed motions for default judgment and summary judgment, the substance of which were as unsubstantiated as the complaint itself. Defendants, who are New Jersey residents, were forced to travel to Kent County for oral arguments on each occasion, only to be presented with Plaintiffs' aggressive, frivolous contentions. All the while, Defendants maintained an admirable degree of patience and composure.

DISCUSSION

_____ "The Court's standard of review on a motion to dismiss is well-settled. The Court accepts all well-pleaded allegations as true."² "Well-pleaded means that the complaint puts a party on notice of the claim being brought. If the complaint and facts alleged are sufficient to support a claim on which relief may be granted, the motion is not proper and should be denied."³ "Dismissal is warranted only when 'under no reasonable interpretation of the facts alleged could the complaint state a claim for which relief might be granted.'"⁴

_____ A complaint must provide the adverse party with "a clear indication of the precise nature of the pleader's claim in simple, plain and understandable language."⁵ "At a minimum, the pleading must be adequate so the Court may conduct a

² *London v. Alpine Contractors*, 2010 WL 1138815 (Del. Super. Feb. 5, 2010) (citing *Loveman v. Nusmile, Inc.*, 2009 WL 847655 (Del. Super. Mar. 31, 2009)).

³ *Id.* (citing *Savor, Inc. v. FMR Corp.*, 2001 WL 541484 (Del. Super. Apr. 24, 2001)).

⁴ *Id.* (citing *Thompson v. Medimmune, Inc.*, 2009 WL 1482237 (Del. Super. May 19, 2009)).

⁵ *Costello v. Cording*, 91 A.2d 182 (Del. Super. Aug. 1, 1952).

meaningful consideration of the merits of [the plaintiff's] claims.”⁶ Of course, the Court may, and often does, interpret a *pro se* litigant's pleadings to avoid technical inaccuracies so long as it may be done so reasonably.⁷ On the other hand, “this Court will accommodate *pro se* litigants only to the extent that such leniency does not affect the substantive rights of the parties.”⁸

_____ Plaintiffs' complaint does not fulfill the pleading requirements. It includes a laundry list of conclusory allegations amounting to, so far as the Court can tell, nothing. The complaint mixes and matches elements of claims, some of which Plaintiffs may or may not have intended to pursue. It presents arguments to the Court that should be, if substantiated, brought in equity. Simply put, the complaint is deficient to the extent that the Court cannot conduct a meaningful evaluation of any specific claim. Further, it fails to place Defendants on notice of the precise nature of the claims asserted against them.

Plaintiffs have sustained losses causing them understandable dismay. However, nothing claimed appears to be associated with Defendants, certainly not the result of any wrong doing. The complaint does not present any set of facts which suggest, even remotely, that Plaintiffs are entitled to relief.

CONCLUSION

Defendants' motion to dismiss is **GRANTED**.

⁶ *Johnson v. Taylor*, 2007 WL 2083634 (Del. Super. July 19, 2007) (citing *Alston v. Dipasquale*, 2002 WL 77116 (Del. Super. Jan. 4, 2002)).

⁷ *Alston v. State*, 2002 WL 184247 (Del. Super. Jan. 28, 2002).

⁸ *Anderson v. Tingle*, 2011 WL 3654531 (Del. Super. Aug. 15, 2011).

_____ **SO ORDERED** this 5th day of April, 2012.

/s/ Robert B. Young_____

_____ J.

RBY/sal

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